AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Of
Firm-Fixed-Price	1	19

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
0003	2007FEB14	SEE SCHEDULE	

6. Issued By Code W56HZV

U.S. ARMY TACOM LCMC
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7. Administered By (If other than Item 6) Code

SCD PAS ADP PT

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

Code Facility Code

[X] **9A. Amendment Of Solicitation No.**
W56HZV-07-R-0024

9B. Dated (See Item 11)
2007JAN23

[ ] **10A. Modification Of Contract/Order No.**

10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] **The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers**

[X] **is extended,** [ ] **is not extended.** 2007FEB28

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning 2 signed **copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.**

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

[ ] **A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.**

[ ] **B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).**

[ ] **C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:**

[ ] **D. Other (Specify type of modification and authority)**

E. IMPORTANT: Contractor [ ] **is not,** [ ] **is required to sign this document and return _____ copies to the Issuing Office.**

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

SECTION A - SUPPLEMENTAL INFORMATION

A. The purpose of this amendment is to make clerical corrections to various paragraphs in the RFP and extended the closing date from 23 FEB 2007 to 28 FEB 2007.

B. Amendment 0003 corrects the following items:

1. Paragraph C.5.c. is corrected to, "Provide one-hour familarization to 6-8 people".

2. Paragraph C.6.6.1. and C.6.6.2 is corrected to stipulate Net Operator and Net Maintainer training in lieu of Instructor and Key Personnel Training (I&KPT).

3. Paragraph 27.a.2. is corrected to read, "paragraphs 27.a. through 27.m below in lieu of 27.e.

4. Clause 8.2 Subfactor 2 is corrected to read as follows:
"The Government will evaluate the offerors and prepare a narrative risk assessement based on the creditiblity of the offerors proposed processes to perform the requirements of the RFP scope of work paragraphs C.6.5. and all subparagraphs up to and including C.6.5.7., and the offerors overall understanding of the publications requirements. The evaluation will assess the risk that the proposed process(s) will reflect and achievable approach which will result in successfull performance of the publications requirements.

5. Paragraph 11.1 Price Paragraph stipluates Attachment 02, in lieu of Attachment XX.

6. A revised Attachment 2 has been incorporated.

C. The closing date is hereby extended from 23 FEB 2007 to 28 FEB 2007.

*** END OF NARRATIVE A 0004 ***

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK

C.1 Hardware Deliveries.

C.1.1 The contractor shall manufacture and deliver the Heavy Type II Skid Steer Loader and Light Type III Skid Steer Loader, modified to meet all the technical requirements of Purchase Description (PD) "Skid Steer Loaders" PD No. ATPD-2360 (Attachment 001). Each Skid Steer Loader shall be delivered with a combination bucket, Forklift attachment, Hydraulic breaker and Earth Auger. Delivery Orders will specify the vehicle type, quantity, delivery dates, destinations, level of preservation, paint color and attachments.

C.1.2 Basic Issue Items (BII).

BII are those minimum items essential to place the Skid Steer Loader(s) in operation, to operate it, and to perform routine operator maintenance and emergency repairs which cannot be deferred until completion of an assigned mission. These may include those select common and special purpose tools, Operator publications, and safety equipment (for example fire extinguishers) authorized for the Skid Steer Loader(s). These will be separately listed by NSN in a table as an appendix in the operator's manual. The contractor shall provide the BII list and shall overpack the components IAW the packaging instructions developed for the technical manuals (TMs) for each vehicle.

C.1.3 Initial Service Package (ISP).

The contractor shall overpack the list and the components of the ISP with each vehicle IAW the packaging instructions developed for the TMs. The ISP shall consist of all service parts/items required to meet warranty service intervals and perform the first scheduled maintenance. The contractor shall mark each item with the nomenclature, part number and NSN, if available, to ensure the correct application.

C.1.4 Attachments.

Four attachments, consisting of Combination (also known as multi-purpose clamshell, or 4-in-1) Bucket, Forklift, Earth Auger: 12 inch and 24 inch bit, and Hydraulic Breaker shall be provided with the Skid Steer Loaders in accordance with paragraph 3.12 of the Purchase Description (PD) "Skid Steer Loaders" PD No. ATPD-2360 (Attachment 001). The four attachments shall be packaged in one reusable container as a special purpose kit and shipped with each vehicle. The container with attachments shall be separately listed by NSN in the Repair Parts and Special Tools List (RPSTL).

C.1.5 Component of End Items (COEI).

COEI are those components that are part of the end item but which must be removed from the Skid Steer Loader and separately packaged for military transportation. These will be separately listed by NSN in a table as an appendix in the operator's manual. The contractor shall overpack, IAW the packaging instructions developed for the TMs, the list and the components for each vehicle.

C.2 Data.

The contractor shall deliver all data in English in accordance with the requirements in Exhibit A and B. All data delivered under this contract shall be submitted electronically via diskette or electronic mail in MS Office compatible format.

C.3 Meetings And Reviews.

C.3.1 The contractor and government will periodically have meetings and reviews during this contract's performance period, as outlined in C.3.2 below. The objectives of these meetings are to review progress and provide guidance on technical, logistics, contractual or other issues that arise during performance. Prior to meetings, the Government will develop an agenda. When meetings are at the contractor's facility, the contractor will make the following available for the government's use: production or other required versions of the Skid Steer Loaders needed for viewing; required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data); and computer resources, as needed.

C.3.2 The contractor shall participate in following meetings:

C.3.2.1 Start-of-Work Meeting. Within 30 days of contract award, we will hold a Start of Work meeting at TACOM. This meeting may last up to three days. The contractor shall present its plan to manage and develop engineering and logistics products and services. The Contractor and government will jointly develop an Integrated Logistics Support (ILS) schedule at the start of work meeting that shall identify dates for all logistics deliverables and will become Attachment 003. The contractor shall have completed Attachment 016 with the list of proposed UID marked components for each vehicle Type. The meeting will focus on reviewing the following;

Contract terms and conditions

All data requirements
Required specifications
Program Schedule
Test requirements
Logistics requirements

C.3.2.2 Pre-Test Meeting, to review and discuss testing, support, and training. This meeting shall be held at least 30 days prior to beginning government First Article Test (FAT) at Aberdeen Proving Ground, MD, and shall last one day.

C.3.2.3 Program Status Reviews. Program Status Reviews (PSRs) will be held approximately quarterly, beginning 90 days after the Start of Work meeting until completion of all data deliverables. The meetings will encompass the contractor's production status, data deliverable status, and progress on all logistics requirements. Supportability Integrated Product Team (SIPT) meetings will be part of the PSRs. Reviews are held at the US Army Tank-automotive and Armaments Command, Warren MI, and will last up to two days. The government and contractor will jointly schedule the meetings and establish the agenda.

C.3.2.4 In-Process Reviews (IPRs). The government may request periodic IPRs at the contractors facility to identify improvements to the contractors manuals, show progress to date, or review data or QA process.

C.3.2.5 Provisioning Conference. Provisioning Conferences will be held in accordance with C.6.4.5.

C.3.3 Minutes. The Contractor shall develop and submit minutes for each meeting with the Government, within 5 working days after the meeting, in accordance with CDRL A001.

C.4 Vehicle Configuration Changes.

C.4.1 Configuration Baseline.

The contractor shall be responsible for maintaining configuration control of the Heavy Type II and Light Type III Skid Steer Loader. The contractor shall establish a production configuration baseline for each vehicle type after successful completion of both the contractor's and the government's portions of the FATs. These baselines will identify and document the functional and physical characteristics of each vehicle type and will serve as the configuration baseline for the logistics support package. The government acknowledges that the contractor may want to offer to the government configuration changes being introduced to its commercial production during the term of this contract. However, it's important for the government to assess the impact of any proposed vehicle changes to the logistics and technical requirements established for this program. The contractor is therefore required to notify the government prior to implementing any configuration changes that impact form, fit, or function. The government can elect to place no additional orders under this contract if the proposed changes are not acceptable to the government, and the government will be under no further obligation pursuant to the clause at 52.216-21, Requirements, to order any additional quantities of vehicles. The government will issue a no-cost cancellation to the contract.

C.4.2 Engineering Changes - Contractor Initiated.

C.4.2.1 Configuration Change Report.

The contractor shall submit requests for approval of changes in the form of a configuration change report for any configuration change that impacts form, fit or function to the configuration baseline. The contractor shall submit the report to the Contracting Officer at least 60 days before the proposed application date, in accordance with CDRL A002. The request for change shall include the following:

a. Rationale to support the necessity of making the change;
b. Any test results, planned testing, or other information to show acceptability;
c. Identification of the affected parts and assemblies, drawings, sketches, calculations, and other data necessary to define the change you are proposing;
d. Identification of any logistics impact to include changes to each of the following; provisioning, technical manuals, special tools and test equipment, packaging, and transportability;
e. Any proposed decrease in contract price; and
f. Identification, by serial number, of the systems affected.

C.4.3 Government Review.

The government may require the contractor to perform additional tests to verify acceptability of any proposed change. The government will determine the extent of testing up to and including a complete FAT for that change. The contractor will perform the tests at no additional cost to the government.

C.4.4 Responsibility for Failure Due to Changes.

The government's acknowledgement of the contractor's change does not relieve the contractor from its responsibility to furnish all items

in conformance with the contract performance requirements.

C.4.5 Responsibility for Cost Changes.

The responsibility for cost of changes is as follows:

a. This is a firm-fixed-price contract. Therefore, there will be no price increases as a result of a contractor initiated configuration change, including model changes. Anticipated model changes shall be priced out at the time of proposal submission.

b. The government is not responsible for additional testing or software costs associated with any changes the contractor submits including model changes.

c. When a change results in reduced contractor costs, the government would accept any equitable reduction in contract price offered by the contractor.

d. The government is not liable for any costs the contractor may incur, due to delay in contract performance, as a result of any of the contractor's requests for change.

C.4.6 Responsibility for Data.

a. For the current model, the contractor shall submit, at no cost to the government, revisions to all affected contractual data deliverables, whether they affect form, fit, or function or not, within 90 days of making the change.

b. At the time of a model change, the parties will negotiate a price for any changes requested by the Government to data, including logistics, previously submitted under the contract.

C.4.7 Definitions.

The definition of Form, Fit and Function are:

Form:
Fits and functions same as the item it replaces (interchangeable, substitutable).
May include components that are of different materials than the replaced components, but do not affect fit or function (interchangeable, substitutable).
Replacement, repair, service or maintenance of the item is exactly the same as the item it replaces (substitutable).

Fit:
Item goes onto, into or attached to the equipment exactly as the item it replaces.
No difference in mounting, interface or operation between replaced and replacing parts.
An exact fit match.

Function:
Item operates exactly as the item it replaces, with no functional difference between the old, replaced item and the new, replacing item.
When appropriate, the replacing item shall be inspected, replaced, repaired and/or otherwise maintained in exactly the same method as the item it replaces.

C.5 Vehicle Hand-Off.

The contractor will be responsible to hand-off all equipment deliverable under this contract to each gaining unit. The contractor shall perform the hand-off and activate the vehicle warranty. The contractor shall deliver all the vehicles ready to operate prior to New Equipment Training. The hand-off effort includes:

a. Re-assembly of the vehicle to a fully operational configuration if the vehicle is shipped with any components removed. All tools and equipment required to complete the re-assembly will be the contractor's responsibility.

b. Inventory of any material shipped with the vehicle, e.g., technical publications, special tools, initial service packages. (If desired, the inventory may be done concurrently with the units inventory.)

c. Provide one-hour familiarization to 6 8 people from the receiving unit on first machine delivered so they can safely move the vehicle until full training is conducted. Familiarization includes operator start-up, operating and shut down procedures, safe operations, and daily and weekly service locations and checks.

d. Activation of the warranty, which includes stamping the effective date (date of delivery to gaining unit) on the vehicle warranty data plate, discussing with the unit the terms and details of warranty administration, and pointing out the warranty information

included in the TMs. The contractor shall prepare a quarterly report which contains the warranty implementation date by vehicle type, vehicle serial number, shipping destination, and DODAAC in accordance with CDRL A003.

C.6 Logistics.

C.6.1 Logistics Management.

The contractor shall manage and develop a logistics support package for the skid steer loaders program, and co-chair government scheduled Supportability Integrated Product Team (SIPT) meetings as part of the PSR (See C.3). The contractor shall appoint an ILS Manager responsible for the entire logistics scope of this contract. The Contractor and government will jointly develop an ILS schedule at the start of work meeting that shall identify dates for all logistics deliverables. The ILS Schedule shall be a binding document for both contractor and government and will be added to the contract as Attachment 003. The contractor shall plan and develop an update (Update 1) to the logistics support package (MAC, provisioning, technical manuals, training and packaging) to start in year three (30 months) after contract award.

C.6.2 Integrated Logistics Support (ILS) Development.

The contractor shall use MIL-PRF-49506, Performance Specification, Logistics Management Information (LMI), for use in identifying content, delivery and related guidance for logistics data.

C.6.3 Maintenance Planning.
The contractor shall conduct Maintenance Planning through a supportability analysis to determine the maintainability characteristics of the Heavy Type II Skid Steer Loader and Light Type III Skid Steer Loader. The supportability analysis shall be documented in the contractors format as an LMI summary entitled Maintenance Analysis, and will identify the maintenance functions, level of maintenance, manpower, and support equipment required for each repairable item. The analysis will be documented in end item hardware breakdown sequence, using LSA Control Numbers (LCNs). Functional Group Codes will NOT be used. Instructions are contained in Attachment 004 (LMI Maintenance Analysis). The LMI summary shall be delivered IAW CDRL A004.

C.6.3.1 National Maintenance Work Requirement (NMWR) Component Candidates and Analysis

C.6.3.1.1 NMWR Candidate List.

The NMWR candidate list will be a product of the Maintenance Analysis (C.6.3). Any component coded for repair at the sustainment level of maintenance with a unit price in excess of $1000 will be a NMWR candidate. The contractor will annotate these components on the Maintenance Analysis and provide them as a separate list at the first Maintenance Analysis review. The government will review and approve the final list of NMWR candidates at the final Maintenance Analysis review.

C.6.3.1.2 NMWR Data Summary.

The contractor shall perform a supportability analysis called a NMWR data summary for each component on the government approved NMWR candidate list. The LMI summary may be in the contractor's format, and shall be documented in accordance with Attachment 005 (LMI NMWR Data Summary). The contractor shall also indicate for each NMWR candidate whether the item is currently available as a remanufactured, rebuilt or otherwise refurbished component. The NMWR Data Summary shall be delivered in accordance with CDRL A005.

C.6.3.2 Equipment Control Record (DA Form 2408-9).

The contractor shall prepare a DA Form 2408-9, Equipment Control Records (Government furnished form) for each vehicle it delivers. The contractor shall prepare the form in accordance with the instructions in paragraph 5-7 c (3) Acceptance and registration of DA PAM 750-8, dated 25 Feb 05, to report acceptance of the each vehicle into the U.S. Army inventory. A blank copy of the form is enclosed at Attachment 006. The contractor shall have the Defense Contract Management Activity (DCMA) Quality Assurance Representative (QAR) complete blocks 22 and 23 as the person accepting the item into the Army inventory. After the DCMC QAR completes blocks 22 and 23, the contractor shall distribute the DA Form 2408-9 as follows:

a. Submit the control copy (copy # 1) within five working days to:

Director
U.S. Army Materiel Command's Logistic Support Activity
ATTN: AMXLS-MR
Redstone Arsenal, AL 35898-7466

b. Submit the TACOM copy (copy #2) within five working days to:

Commander
U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-LC-CJCA, MS326

6501 East 11 Mile Rd.
Warren, MI 48397-5000

c. Place Log Book copy (copy # 3) in a dry, protected location, secured in the operator station, and shipped with each vehicle.

C.6.3.3 Support Equipment, Tools and Test Equipment (STTE). The contractor shall deliver a list of Support Equipment, Tools and Test Equipment for both the Heavy Type II and Light Type III Skid Steer Loader. The source data for this list will be the Maintenance Analysis, performed per paragraph C.6.3. The list shall be in tabular form and shall identify special tools and test equipment not contained in U.S. Army Supply Catalogs. Supply Catalogs (SCs) contain common tool sets and are listed at US Army LOGSA web site at https://weblog.logsa.army.mil/sko/index.cfm. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code, National Stock Number (NSN), if assigned, Part Number, level of maintenance, and price of each item on the list. The STTE list shall be delivered in accordance with CDRL A006.

Note: New TMDE items, those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/ provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The contractor shall provide all required data for all new TMDE.
*HYPERLINK "http://www.army.mil/usapa/epubs/xml_pubs/p700_60/head.xml"
Note: The following paragraphs are included to clarify special tools for Army use. Special tools are not identified as components in a Sets, Kits, and Outfits (SKO) SC. Special tools are:
a. Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by LCNs in RPSTLs and located in TMs as appendices. Fabricated tools are used on a single end item.
b. Tools that are supplied for military applications only (that is, a cannon tube artillery bore brush, BII) or tools having great military use but having little commercial application.
c. Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports that end item/unit (for example, a spanner wrench used on a specific Ford engine model and on no other engine in the Army inventory).

C.6.3.4 Diagnostics.

C.6.3.4.1 Electronic Diagnostic Testability Analysis. The contractor shall perform a testability analysis for both the Heavy Type II and the light Type III Skid Steer Loaders diagnostics capability, to include number and types of diagnostic tests available for all Skid Steer Loader components, assemblies, systems and subsystems. The analysis shall specify number and types of required Test, Measurement, and Diagnostic Equipment (TMDE), as well as a brief narrative description of the benefits to be derived from each diagnostic test. The report shall include a description of any on-board electronic diagnostic systems that may be interrogated for the purpose of maintenance and troubleshooting via an on-board diagnostic display screen. The report shall also contain all standard data, data descriptions and error codes necessary to communicate with the electronic control module (ECM)/electronic control unit (ECU) and to maintain the electronically controlled subsystems. The contractor shall provide data, which specifies limits for all parameters, and how to interpret data outside limits. The contractor shall maximize the use of embedded Built-in-Test (BIT)/ Built-in Test Equipment (BTTE) diagnostic capabilities, and fully document and support embedded system software. Any on-board data buses and diagnostic connectors shall also be identified in detail. The analysis shall be delivered in accordance with CDRL A007.

C.6.3.4.2 Analog Diagnostic Testability Analysis. The contractor shall perform a testability analysis of both the Heavy Type II and the Light Type III Skid Steer Loader. The analysis shall include documentation showing complete analog fault isolation capabilities and troubleshooting methodology for the Skid Steer Loaders. The contractor will refer to the list of proposed tests that are referenced in Appendix C of the DCA Test Guide (Report #CR-82-0588-003 Rev 1) enclosed as Attachment 018. The contractor can add or delete tests from Appendix C as necessary to best obtain Skid Steer Loader diagnostics. The contractor shall also provide the original equipment manufacturers recommended minimum and maximum parameters for all Diagnostic Connector Assembly (DCA) and Transducer Kit (TK) monitored components. The contractor shall specify level of difficulty and time required to physically access test points and type of TMDE equipment. The testability analysis shall be delivered in accordance with CDRL A007.

C.6.3.4.3 The contractor shall provide software required to interface, retrieve, and interpret the vehicle systems diagnostics data, as identified in paragraph 3.11.6.1 unless an on-board system is provided in accordance with 3.11.6.3 of the PD. Software shall not contain proprietary restrictions on run-time fees.

C.6.4 Provisioning.

C.6.4.1 Engineering Data For Provisioning (EDFP).

Provisioning illustrations shall consist of illustrations such as company drawings or commercial parts book pages that clearly identify each new item and its part number. The Contractor shall furnish an illustration, either hard copy or electronic, that is legible and representative for each P source-coded part number being provisioned. Illustrations shall be annotated with the affected Provisioning Line Item Sequence Number (PLISN) and Provisioning Contract Control Number (PCCN) for the system. Illustrations are not required for items accompanied by a copy of provisioning screening which indicates this item has previously been assigned a valid national stock number. EDFP shall be submitted in accordance with CDRL A008.

C.6.4.2 Provisioning Parts List (PPL).

The contractor shall develop and deliver LMI provisioning data (PPL) for all parts, special tools, BII, and COEI, identified on both the Type II and Type III skid steer loaders. Each incremental submission shall have at least 800 lines, but no more than 1500 lines, unless approved in advance by the government. Each incremental submission shall include at least one major assembly. Prime part numbers and Commercial and Government Entity Codes (CAGEC) will reflect the original equipment manufacturers information unless that part is modified, changing form, fit, and function. PPL shall be prepared and submitted in accordance with Provisioning Requirements Worksheet Attachment 007 and CDRL A009.

C.6.4.3 Provisioning Master Record (PMR).

The contractor shall submit LMI provisioning data (PPL) either on-line or electronically. The Government will discuss each method at the Provisioning Guidance Conference as part of the start of work meeting (C.3.2.a). All submissions of the LMI PPL data must be compatible with TACOM Commodity Command Standard System (CCSS)/Provisioning On Line System in accordance with Automated Data Systems Manual (ADSM) ADSM 18-LEA-JBE-ZZZ-UM-06 and must pass all CCSS edits. The contractor shall correct all rejects within 5 working days.

C.6.4.4 Provisioning Screening.

The contractor shall conduct provisioning screening on each P source-coded item on the PPL for standardization or NSN identification. This screening will be used to select valid part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. The contractor shall screen common hardware items (nuts, bolts, screws, washers, lock washers, rivets, etc.) by technical characteristics. The screening results must be available to review at each provisioning conference. The contractor shall conduct provisioning screening using FLIS, WEBFLIS, or by batch submittal part numbers to DLIS.

C.6.4.5 Provisioning Conference.

The Contractor will host a provisioning conference (unless otherwise directed by the Government) not to exceed five working days for each incremental review. Provisioning data presented for review will include complete assemblies. The PPL data to be reviewed shall be provided in advance to each conference attendee per CDRL A009.

C.6.5 Technical Publications (CDRLs for Light Skid Steer Loader Type III: A021, A022, A023 and A024, and CDRLs for Heavy Skid Loader Type II: B001, B002, B003 and B004).

The contractor shall prepare and deliver two sets of Lubrication Orders (LO), Department of the Army Technical Manual (DA TM) Operators and Maintenance Manuals IAW MIL-STD-40051-2 and MIL-PRF-63004D(TM). One set is for the Heavy Type II Skid Steer Loader (SSL) and one set is for the Light Type III SSL in accordance with Attachment 010, General Publication Requirements, Attachment 011, Repair Parts and Special Tools List (RPSTL) Requirements, and Attachments 012-015 Technical Manual Requirements Matrix, Tables A-II through A-VI, and as specified in the related DD Forms 1423.

C.6.5.1 DA Manuals, DA RPSTLs and ETMs.

The contractor shall tailor the DA manuals to reflect and support only the approved Skid Steer Loader (SSL) configurations being procured, including attachments and special purpose kits. The contractor shall prepare and deliver a separate DA RPSTL for each configuration in accordance with Attachment 011 Repair Parts and Special Tools List Requirements, CDRLs A024 and B004 and attached Requirements Matrices. The RPSTLs will be developed and delivered in two stages. The first will be an off-line RPSTL in the same format as the DA RPSTLs pulled from the contractors data base and incorporated with the prepared RPSTL illustrations. The second will be a revision of this RPSTL. These revised CCSS RPSTLs text shall be downloaded from the Army Provisioning Master Record (PMR) from provisioning data that the contractor provides and loads; the contractor prepared illustrations (Figures) shall be incorporated into the download. In addition, the contractor shall prepare and deliver ETMs and related editable text and art files for each set of manuals. The DA manuals shall be:

a. Light Type III Skid Steer Loader

CDRL A021 TM 5-2420-XXX-10 Operator's Manual
CDRL A022 TM 5-2420-XXX-23 Field Maintenance Manual (Includes Unit and Direct Support Maintenance)
CDRL A023 LO 5-2420-XXX-12 Lubrication Order

b. Heavy Type II Skid Steer Loader

CDRL B001 TM 5-2420-YYY-10 Operator's Manual
CDRL B002 TM 5-2420-YYY-23 Field Maintenance Manual (Includes Unit and Direct

Support Maintenance)
CDRL B003 LO 5-2420-YYY-12 Lubrication Order

c. The separate RPSTLs shall be identified and delivered as follows:

CDRL A024 TM 5-2420-XXX-23P Field Repair Parts and Special Tools List (includes Unit and Direct Support Parts)
CDRL B004 TM 5-2420-YYY-23P Field Repair Parts and Special Tools List (includes Unit and Direct Support Parts)

The Maintenance (-23) and RPSTL (-23P) manuals identified above shall be divided into volumes if the page count for that manual exceeds 1500 pages (750 sheets.)

C.6.5.2 Warranty information and requirements shall be included in the appropriate manuals.

C.6.5.3 The contractor shall perform a 100% hands-on validation of all tasks developed for the Operators (TM-10), LOs and Maintenance (TM-23) manuals to ensure accuracy and completeness. The contractor shall ensure that the manuals accurately reflect and support only the SSL configurations procured by the government, including any and all changes to the configurations resulting from testing, vendor parts supply and production line changes. The contractor shall perform a 100% validation of the RPSTL. The contractor shall also perform a 100% review and validation of the ETMs to ensure that they meet contract requirements. The contractors review of the ETMs shall be hands-on active testing to ensure that the draft ETMs are fully operational so that the government can evaluate their operation, navigation, and structure. The contractor shall inform the government of the planned validation schedule(s), start date, time, and location of validation(s) at least 30 days prior to the start. This will allow the government time to attend and observe the contractor's processes.

C.6.5.4 The government reserves the right to witness the contractor's validation(s). The contractor shall maintain validation records, identifying method of validation, showing page mark-ups, corrections required and revalidation records for corrected, re-worked pages. The government intends to perform a separate verification at either TACOM or a contractors facility; the contractor shall support this separate verification. The contractor shall ensure that approved end item configurations (one each) are transported to the verification facility for the government verification. The end items shall be delivered prior to delivery of the draft TMs. The contractor shall provide the necessary support personnel, all parts, expendable materials (oils, coolant, rags, and grease), and special tools/equipment to support a verification. Support personnel shall provide answers to government questions regarding the verification vehicles and draft TMs. The contractor support personnel shall provide corrected reworked pages on an immediate but not later than a twenty four hour turn-around basis.

C.6.5.5 Electronic Technical Manuals (ETMs)

The contractor shall prepare and deliver ETMs and associated editable, intelligent, linkable electronic files for each set of manuals, LOs, TM-10, TM-23 and TM-23P, in accordance with Exhibit General Publication Requirements, Exhibit Repair Parts and Special Tools List Requirements, applicable Requirements Matrixes and applicable CDRLs.

C.6.5.6. The contractor shall correct all errors found in the manuals, related RPSTLs and ETMs, and electronic data files resulting from the contractors reviews, validations, and government reviews, tests, and separate verification(s) at no additional cost to the government.

C.6.5.7. The contractor shall furnish copyright releases for all copyrighted data used to develop the manuals to allow the Distribution Restriction Statement A: Approved for public release; distribution is unlimited" to be placed on the LOs, DA Operator, Maintenance and RPSTL TM covers and title block pages. The contractor shall ensure that the government has the unlimited right to use and distribute the ETMs and electronic data files delivered under this contract.

C.6.6 Training.

C.6.6.1 Conduct of Training Programs.

The contractor shall develop training material (courseware) to cover operator and maintenance tasks for the Skid Steer Loader Type II and Type III. Training and courseware shall be on the operation, maintenance, and repair of all components and ancillary equipment (if any) unique to the SSL. NET training shall be conducted at Government facilities. The contractor shall develop the following courses of instruction for the Heavy Type II and Light Type III SSL to support NET:

a. NET Operator Training
b. NET Maintenance Training

(1) The contractor shall provide equipment, facilities, instructions, instructor(s), tools (special and common), any replacement parts

damaged during training, and a technical training course covering separate Operation and Maintenance courses for both configurations of the Type II and Type III SSL. The training will be held in accordance with the government approved ILS schedule.

(2) Structure of the training courses:

(a) The contractor shall provide two complete training programs of instruction (POI), an Operation and Operator Maintenance course, and a Field Maintenance course.

(b) Each NET Operator Training and NET Maintenance Training class will have a maximum of 10 students.

(c) The Operator class shall be no more than 16 hours in length, and the Maintenance class no more than 40 hours in length for each type of Skid Steer Loader, starting at 0800 each day, at the contractors facility.

(d) The government will establish the training dates and student allocations.

(e)The training shall be structured to provide at least 70% hands-on exercise.

(f) The contractor shall provide training covering proper operating procedures, operator and maintainer preventative maintenance checks and services (PMCS), proper safety procedures, maintenance tasks, preparation for loading and tie down, and all necessary materials and equipment required to support training of both configurations of the SSL.

(g) The government can provide sample training materials and outlines at the Start of Work (SOW) meeting.

b. NET Operator and Operator Maintenance. The course shall be designed for operators of the Skid Steer Loaders, covering complete operation and safety of the vehicles, loading and unloading on transport, complete tie down for shipment, proper use of tools, equipment, and basic issue items (BII), and Operator Preventive Maintenance Checks and Services (PMCS), operator trouble-shooting, and a final performance examination to evaluate student learning. Instruction shall consist of no more than approximately 30% classroom and no less than 70% hands-on. Training shall not conflict with procedures established in the appropriate vehicle technical manual.

c. NET Field Level Maintenance. The course shall be designed for the maintainers of the SSL, and cover minimal Operation characteristics, in-depth PMCS, Vehicle System Required Services, Troubleshooting, Diagnosis and Repair of System Components to include Contractor/System Unique Control Systems, engine, fuel, transmission, axle, braking, electrical, hydraulic, pneumatic, and ancillary systems. Instruction shall consist of no more than approximately 30% classroom and no less than 70% hands-on. The course shall be directed toward new technologies and items not currently in the Army system. The course will also include a final written course examination to evaluate student learning. Training shall not conflict with procedures established in the appropriate vehicle technical manual.

C.6.6.2 Development of Training Materials for I&KPT and NET.

C.6.6.2.1 Training Course Control Outline.

For each NET course, the contractor shall develop a separate Training Course Control Outline for both Heavy Type II and Light Type III Skid Steer Loader describing the course content (subject, topics, and task), training material, types and duration of instruction, and resources required to conduct training in an institutional setting. The Training Course Control Outlines shall contain an introduction, course description data, outline of instruction summary, curriculum outline of instruction, course summary and presentation schedule. A format consistent with MIL-STD 1379D may be used; this MIL-STD is referenced for guidance only. Deliver in accordance with CDRL A010.

C.6.6.2.2 Training Materials.

The contractor shall deliver an Instructor Guide and a Student Training Guide for both Type II and Type III SSL. The NET training packages for the Heavy Type II and Light Type III skid Steer Loader shall contain the elements of the training course outline prepared, delivered and finalized in accordance with CDRL A011. The government can provide sample training materials and outlines at the Start of Work (SOW) meeting.

C.6.6.2.2.1 Course Material Format/Media & Deliveries.

The contractor may submit materials developed and used for conducting Operator and Maintenance Training for Commercial Customers with Supplemental Data/Information added to meet the Armys Requirements. Training Materials may consist of contractor handbooks, in-house training material, pamphlets, training literature, utility manuals, software manuals, maintenance manuals, logic diagrams, schematics, flow block diagrams, equipment description and functional data, testing procedures, visual aids, and other documents suitable for use in development of training programs. Visual aids may consist of videos, slides, transparencies, wall charts, schematics, illustrations, pictures, drawings, and cutaways of components. The contractor shall deliver all course control documents and training materials in an editable commercial electronic format: (Microsoft Word for documents and PowerPoint for presentations). Materials submitted must not conflict with the content of the vehicle technical manuals.

C.6.2.6.2.2.2 ASAT Course Material Format/Media and Deliveries.

The contractor shall develop and deliver training materials using the Automated Systems Approach to Training (ASAT) software in support of course design and development in accordance with CDRL A011. The government will provide ASAT software to the Contractor as needed. Source materials may consist of those items listed in paragraph C.6.6.2.2.1.

C.6.6.2.3 Student Training Administration.

The contractor shall perform and submit the following for each NET class conducted. The data shall be submitted in accordance with CDRL A012.
a. On the first day of each training class the contractor shall FAX or email a list of students in attendance to the government.
b. Within ten days after completion of the class, the contractor shall submit a student roster to the government. The roster shall include the name of the class, start and end date, instructor(s) name and signature, location of the class, student name, military rank (if military), military occupational skill (MOS), home station address, last four number of the students social security, students Army Knowledge Online (AKO) email address, record of daily attendance for each student, and instructors notes.
c. At the end of the class, each student will complete a class critique. The government will provide a sample critique sheet and the contractor shall administer them. Within ten days after completion of the class, the contractor shall submit the completed critiques to the government.
d. The government will provide the training certificate master file for the contractor to administer. At the end of the class, the contractor shall present each student with a Certificate of Training. The contractor may also administer a corporate certificate if desired.

C.6.6.3 Training for Test Personnel for FAT (See Section entitled "Inspection and Acceptance").

The contractor shall provide one day of training to support government FAT at Aberdeen Proving Ground. Training shall include proper operating procedures, equipment and instrument familiarization, safety precautions, operator and maintainer Preventive Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary materials and equipment required to support testing of the SSL. A commercial operators manual, and if need be, training materials shall also be provided to supplement training.

C.7 Transportability Report.

The contractor shall submit a Transportability Report covering both vehicle types in accordance with CDRL A013 that includes data on recommended procedures for positioning and securing the vehicles for transport by trailer and rail car, slinging procedures for lifting the vehicles, and procedures, man-hours and all tools required for any disassembly and re-assembly when transported by highway, rail, marine and air.

C.8 Packaging Data Development.

The contractor shall, for component items pertaining to the Skid Steer Loaders, develop and provide to the government LMI-packaging data for all provisioned TACOM managed (AKZ) items (i.e., "P" coded items other than "PR" or "PZ"). The contractor shall provide new or corrected LMI-packaging data for any revision created by a Configuration change. Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development at no addition cost to the government. The contractor shall include verification support data for each of the LMI-packaging data items, which shall provide the government a reasonable means to determine the adequacy of the contractor prepared packaging analysis and data submittal. This shall includes item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items.

C.8.1 Packaging/Logistics Data Entry. The Contractor shall develop, maintain and update packaging data IAW Attachment 008 (LMI Packaging Data Products), Attachment 009 (LMI Packaging Data Transaction Format), and CDRL A014. LMI packaging data is required IAW MIL-PRF-49506 and will provide for the entry of information to the computer data base known as the TACOM Packaging Data File. The TACOM approved Packaging Data Entry shall be in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required.
NOTE: At contractors request, the government can provide MS ACCESS application to contractor that provides data formatting and edit features for coding of packaging data products IAW MIL-STD-2073-1.)

C.8.2 Special Packaging Instructions (SPI). The Contractor shall develop a SPI for each repairable TACOM managed item. The TACOM managed items would include items such as those being considered National Maintenance Work Requirement(NMWR) candidate items. Engines, transmissions, differentials, transfers, final drives, drive axles, and similar assemblies shall be packaged IAW MIL-PRF-11264. Packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for reproduction. The format and content of SPI shall be IAW DI-PACK-80121B and CDRL A015.

c.8.3 Validation Testing of Preservation Processing and Packaging. The Contractor shall validate packaging for each SPI IAW appendix F of MIL-STD-2073-1D (Standard Practice for Military Packaging) and CDRL A015. The test report shall be provided concurrently with the SPI submittal, and shall include photographic records of package and testing.

C.9 Safety Engineering and Health Hazards.

C.9.1 Safety Engineering Principles. The contractor shall follow good safety engineering practices in establishing the Skid Steer Loader design and operational procedures, to include modifications to commercial vehicle and components. The contractor can use MIL-STD-882D as a guide in determining whether safety engineering objectives are met. As a minimum, the contractor shall do the following:

a. Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include operational, maintenance, and transport aspects of the Loaders along with potential interface problems with planned subsystems.

b. Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, take steps to control or minimize those hazards.

c. Locate equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards. Examples of hazards to be considered include: high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall either be enclosed or guarded. Protective devices shall not impair operational functions.

d. Assure that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repairs and that distinct markings are placed on hazardous components of equipment.

C.9.2 Safety Assessment Report (SAR). As a result of system safety analyses, hazard evaluations, and any of the independent testing, the contractor shall perform and document a safety and health hazard assessment. The safety and health hazard assessment shall identify all safety features of the hardware, software, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and system users. The contractor shall prepare a Safety Assessment Report for both the Heavy Type II and Light Type III SSL, in accordance with Attachment 017. The contractor shall identify Health Hazards associated with the system and incorporate them into the SAR. In preparing the health hazard portion of the Safety Assessment Report, the contractor shall provide a description and discussion of each potential or actual health hazard for each subsystem or component. A health hazard is an existing or likely condition, inherent to the operation, maintenance, transport, or use of materiel that can cause death, injury, acute or chronic illness, disability, or reduced job performance of personnel by exposure to physiological stresses. The contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. Include in the SAR, copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. Also, as part of the SAR, indicate compliance to SAE and ANSI for the vehicle type with a construction mission (Example: SAE/ANSI standards for the ROPS and hydraulics) and if applicable to Federal Motor Vehicle Safety Standards (FMVSS). Identify all data sources for the report and identify hazard severity, hazard probability and risk for each hazard. The SAR shall be submitted in accordance with CDRL A016. The final SAR is subject to government approval. In the event the system is modified or procedural changes with regards to interfacing with the system are made after the final SAR is submitted, you shall update the SAR to reflect those modifications or changes

C.9.2.1 Examples of hazards to be included in the report are:

a. Sharp edges/moving parts.

b. Noise. Identify any hearing protection and type required, (e.g., single, double, muffs, or plugs). Identify the 85 dB (A) noise profile around the vehicle.

c. Electrical issues.

d. Whole-body vibration. Provide test data or perform equivalent testing conforming to the guidelines and measuring procedures set forth in ISO2631/1 or SAE J1013.

e. Toxic fumes (exhaust emission hazards) and hazardous materials, to include those formed by the introduction of the system, or by the manufacture, test, maintenance or operation of the system.

f. Chemical hazards. (e.g., flammables, corrosives, carcinogens or suspected carcinogens, systemic poisons, asphyxiants, including oxygen deficiencies, respiratory irritants, etc.).

g. Physical hazards. (e.g., acoustical energy, heat or cold stress, ionizing and non-ionizing radiation).

h. Biological hazards. (e.g., bacteria, fungi, etc.).

i. Ergonomic hazards. (e.g., lifting requirements, task saturation, etc.).

j. Any Hazardous Material requiring MSDS.

C.9.2.2. The assessment shall also address:

a. System, facility and personnel protective equipment design requirements (e.g., ventilation, noise attenuation, radiation barriers, etc.) to allow safe operation and maintenance. When feasible engineering designs are not available to reduce hazards to acceptable levels, alternative protective measures must be specified (e.g., protective clothing, specific operation or maintenance practices to reduce risk to an acceptable level).

b. Potential non-or less hazardous material substitutions and projected handling and disposal issues. The HHA will discuss the rationale for using a hazardous material and long term effects (such as potential for personnel and environmental exposure, handling and disposal issues/requirements, protection/control measures, and life cycle costs) over a non-or less hazardous material. The effects and costs should be considered over the life of the systems, including the cost of handling and disposal. Identify potential non-or less hazardous alternatives if they exist and provide a justification why an alternative cannot be used.

C.9.2.3 The HHA part of the assessment shall address the following:

a. Address the hazardous material data and describe the means for identifying and tracking information for each hazardous material.

b. The hazardous materials by name(s); the affected system components and processes; the quantity, characteristics, and concentrations of the materials in the system; and source documents relating to the materials.

c. Under which conditions the hazardous materials can release or emit materials in a form that may be inhaled, ingested, absorbed by living organisms, or leached into the environment and if the materials pose a health threat.

d. The material hazards and determine reference quantities and hazard ratings. Acute health, chronic health, carcinogenic, contact, flammability, reactivity, and environmental hazards will be examined.

e. The estimated expected usage rate of each hazardous material for each process or component for the subsystem, total system, and program-wide impact.

f. The recommended disposition of each hazardous material identified. If for any scale of operation the reference quantity is exceeded by the estimated usage rate, material substitution or altered processes shall be considered to reduce risks associated with the material hazards while evaluating the impact on program costs.

C.10 Hazardous Materials Management.

The Contractor shall not use hazardous materials in accordance with Section 3 of the PD.

The contractor shall prepare Hazardous Material Management Report which, at a minimum, shall identify all hazardous materials required for system production, and sustainment, including the parts/process that requires them. Within the report, the contractor shall clearly identify to which vehicle type(s) each hazard applies. This report should be prepared in accordance with National Aerospace Standard 411, Section 4.4.1 per DI-MISC-81397, CDRL A017.

C.11 Contractor Technical Assistance.

The contractor shall provide Contractor Technical Assistance CONUS, OCONUS, and during contingency and non-contingency operations. The contractor shall provide the man-days of service specified in the delivery order. These man-days may be in support of unforeseen events that require support that is not included in any other portion of this contract. We anticipate the effort to include these types of tasks: investigation and diagnosis of problems or issues in the field related to vehicle performance, maintenance, and training. The Contracting Officer shall designate the times and locations of the service to be performed, but will not supervise or otherwise direct activities. The Contracting officer or his authorized representative shall notify the contractor at least 10 days in advance of CONUS travel and 20 days in advance of OCONUS travel of the date representative(s) are required. Instructions and established itineraries will be provided as necessary.

C.11.1 Field Service Representative (FSR). The contractor shall provide FSRs who are thoroughly experienced and qualified to advise and make recommendations to orient and instruct key government personnel with respect to operation, maintenance, and repair of the Loaders and their components.

C.11.2 FSR Personal Data. The contractor shall make available personal data related to the FSRs including documentary evidence such as birth certification and such evidence as is requested by the local government installation or area in which services are to be performed. The contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person(s) named. The contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the delivery order.

C.11.3 Man-Days. The contractor shall provide man-days of service to locations in both CONUS and OCONUS. The government reserves the

right to change the number of days of services to be furnished to the extent necessary to conform to our requirements and shall be obligated to pay for only actual services used. Each change in quantity shall be at the Man-day rate established.

(1) The Man-day rate does not include travel costs (airfare, local car rental, lodging, meals, and incidental expenses) of the FSR while performing the services. The travel costs will be negotiated prior to the issuance of the delivery order, on a firm-fixed-price basis, and not to exceed the Joint Travel Regulation.

(2) A Man-Day is 8 hours. The representative is to work no more than 8 hours per day, 5 days per week, unless otherwise negotiated. A Man-day of service includes any period during which the representative is delayed or prevented from performing any task only if the delay or non-performance is solely the government's fault. Man-Day(s) of service includes travel time for initial travel from contractor's facility to site of work, for travel between sites of work, and to contractor's facility. It also includes any time that the FSR is preparing required reports at the work site and we can verify the time involved in writing the report.

(3) Overtime: Overtime must be approved by the Contracting Officer and will be negotiated separately.

(4) Holidays. The government is not responsible for vacation, sick leave pay, federal and non-federal holidays.

(5) Emergency Leave. The government is not responsible for any emergency leave that the contractor may grant to the FSR while performing work under this contract. The government is responsible for actual days worked by any qualified contractor representative. It is immaterial whether the same representative completes the assignment. The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between sites of work per assignment.

C.11.4 Contract Field Service Report/Field Service Representative (FSR) Reports

Each FSR shall prepare and deliver via e-mail a report in accordance with CDRL A018 following completion of each assignment covering his activities.

C.12 Warranty Repair Report.

The contractor shall submit a quarterly report detailing all of the warranty claims processed on each vehicle for the previous quarter in accordance with CDRL A019. The report shall include the number of operating hours on the vehicle at the time of fault.

*** END OF NARRATIVE C 0001 ***

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 002	002 PRICING SPREADSHEET	14-FEB-2007	001	DATA

SECTION M - EVALUATION FACTORS FOR AWARD
6 BASIS OF AWARD

a. Selection of Successful Offeror. The government plans to award one firm fixed price, five year requirements contract with five option years with an Economic Price Adjustment Based on Established Prices (see FAR 16.203-1(a)(1)) for years 6 through 10 for vehicle production and related services and data as a result of this solicitation. The objective of the SSL Program is to acquire a Type II and Type III Skid Steer Loader (SSL) that provides the Best Value to the government when evaluated in accordance with the criteria described below. The Best Value process is a process to select the most advantageous proposal that provides the greatest overall benefit in response to the requirement.
b. Evaluation. The Government will weigh the merits in Logistics, Technical Performance/Operating Load Capacity, Logistics Past Performance and Small Business factors against the evaluated price to the Government to determine which proposal, in its judgment, represents the best value. As part of the trade-off determination of best value, the relative strengths, weaknesses, and risks of each proposal will be considered.

c. Proposals found acceptable will be evaluated using a trade off process to determine which proposal provides the best value considering the five factors: Logistics, Technical Performance/Operating Load Capacity, Logistics Past Performance, Price and Small Business Participation.

d. Rejection of offers. The government may reject any proposal which fails to meaningfully respond to the Proposed Preparation Instructions specified in Section enititled "Instructions, Conditions, and Notices to Offerors" of the solicitation. Reasons for rejection include:

1. A proposal that omits significant material data and information required in Section entitiled "Instructions, Conditions, and Notices to Offerors" of the solicitation.
2. A proposal that reflects an inherent lack of technical competence, or indicates a failure to comprehend the complexity and risks involved.

e. Risk Assessment. The government will assess the capability of each offeror in five factors: Logistics, Technical, Logistics Past Performance, Price, and Small Business. (See paragraph 7.1 below.) The government will assess the risk of successful performance. For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:

i. Proposal Risks. Proposal Risks are those risks associated with an offerors proposed approach in providing goods and services in accordance with the terms and conditions of the contract. Terms and conditions include, for example, the performance, quality, and timeliness requirements of the contract. The government will consider the following, and may take into account, other relevant considerations, when it assesses risk: (i) the feasibility and probability of the approach meeting specific requirements of the solicitation, (ii) the adequacy, precision, and clarity of the analysis techniques, including rationale, and (iii) the general quality of the proposal, including, for example, understanding of the requirement, completeness and thoroughness of the proposal. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Logistics Factor, Technical Factor, Price Factor, Small Business Participation Factor.

j. Performance Risks. Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offerors record of past and current performance. The SSEB will assess performance risk in the Logistics Past Performance Factor and the Small Business Participation Factor.

7 SOURCE SELECTION CRITERIA AND THEIR RELATIVE IMPORTANCE.

7.1 Best Value Evaluation

a. To determine the best value, the government will evaluate the following factors and subfactors.

FACTOR 1 LOGISTICS
SUBFACTOR 1: Technical Service & Parts Supportability
SUBFACTOR 2: Department of the Army Technical Manuals (DATMs)
SUBFACTOR 3: Diagnostics
(Technical Service & Parts Supportability is more important than DATMs which are more important than Diagnostics)

FACTOR 2 TECHNICAL PERFORMANCE/OPERATING LOAD CAPACITY

FACTOR 3 LOGISTICS PAST PERFORMANCE

FACTOR 4 PRICE

FACTOR 5 - SMALL BUSINESS PARTICIPATION

b. Logistics is more important than Technical which is more important than Logistic Past Performance. Logistic Past Performance is more important than price. Price is more important than Small Business Participation. Per FAR 15.304(e) when combined, the non price factors are significantly more important than price.

c. The closer the offerors evaluations are in the non-price factors, the more significant Price becomes in the decision. The fact that Price is not the most important consideration does not mean that it may not be the controlling factor: 1) in circumstances where two or more proposals are considered equal; 2) when an otherwise superior proposal is unaffordable; or 3) when strengths of a higher rated, higher priced proposal are not considered to be worth the price premium.

8 FACTOR 1, VOLUME 1: LOGISTICS.

The Logistics evaluation will be based on information received in the written proposal. Logistics has three sub factors: Technical Service and Parts Supportability, Department of the Army Technical Manual (DATM) Development and Diagnostics. For these sub factors, Technical Service and Parts Supportability is more important than DATM Development which is more important then Diagnostics.

8.1 Sub-factor 1: Technical Service and Parts Supportability.

8.1 The Army requires supportability for the SSL. The Army conducts operations in areas of the world with austere infrastructures and little or no host nation support. Therefore, the government desires a vehicle supportable with a global network to supplement its organic support capabilities. This support consists of all parts and technical services to be provided within the Continental United States (CONUS) and Outside Continental United States (OCONUS).

The government will evaluate the offerors proposal and prepare a narrative risk assessment based on the following:

Demonstrated and/or planned ability of the offeror to credibly provide global repair parts availability, and technical service network consisting of dealerships that employ technical service representatives certified by the manufacturer.

8.1.1 The government will evaluate the Offerors proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the offeror to credibly provide global technical service support for the SSLs. A technical service network consisting of dealerships that employ technical service representatives who are certified by the SSL OEM, are currently providing technical service support to significant quantities of equipment identical/similar to the offered SSLs, and are immediately available to assist Army units at the locations listed in 25.1.1., for hands-on service support will generally be considered a superior solution. Progressively higher risk of providing technical service support may be assigned to offerors having either no, or few, dealerships which offer technical service representatives (certified by the SSL OEM) in the areas specified 25.1.1. The service will be evaluated in meeting technical service requirements within 24 hours of the CONUS locations and 48 hours OCONUS locations specified in L.2.1.1.

8.1.2 The government will evaluate the Offerors proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the Offeror to credibly provide global repair parts availability for SSLs parts in accordance with Military Standard Requisition and Issue Procedures (MILSTRIP) Issue Priority Group (IPG) delivery requirements (urgent IPG I requisitions processed and shipped within 2-3 days of receipt, high priority IPG II within 5 days, and maximum of 10 days for routine IPG III). A parts support capability, which currently exists, and is successfully operating and can meet the MILSTRIP IPG delivery requirements, for significant densities of identical or similar equipment to the SSLs will generally be considered a superior solution. Proposed solutions that require greater or more extensive changes/additions to the Offerors existing part support system or cannot respond with MILSTRIP delivery standards may be considered as having progressively higher risk of credibly providing the required global parts support.

8.2 Subfactor 2 Department of the Army Technical Manual (DATM) development. The Government will evaluate the offerors proposal and prepare a narrative risk assessment based on the credibility of the offerors proposed processes to perform the requirements of RFP scope of work paragraph C.6.5 and all subparagraphs up to and including C.6.5.7 and the offerors overall understanding of the publications requirements. The evaluation will assess the risk that the proposed process will reflect an achievable approach which will result in successful performance of the publications requirements.

8.3. Subfactor 3. Diagnostics. We desire the vehicle with the capability to diagnose the greatest number of mission essential fault conditions in the SSL engine, Transmission, Hydraulics and brakes systems. A current vehicle offering completely embedded diagnostic capability is reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution. Those vehicles offering less than completely embedded diagnostic capability will generally be considered to impose a progressively higher maintenance burden on the Army units.

9 FACTOR 2, VOLUME 2: Technical Performance/TYPE III Operating Capacity.

The government will evaluate the offerors written proposal and prepare a narrative risk assessment of the ability of the offered vehicle to meet the required performance requirements and any proposed performance exceeding the required up to the desired performance requirements as specified in 3.10.1 Capacity (Type III only) and 3.10.2. Operating Reach (Type III only) of the Purchase Description.

Credit will be given for proposed performance above the minimum level up to the desired level of performance. Credit will not be given for exceeding the desired performance requirement, although proposed capabilities beyond the desired level of performance may reduce the

assessed risk in meeting the specified capabilities.

If an offeror is awarded a contract, all of his proposed performance levels will be incorporated into the contract as requirements to the extent that they were proposed and given evaluation credit.

10 FACTOR 3, VOLUME 3: LOGISTICS PAST PERFORMANCE

10.1 Logistics Past Performance The assessment of Past Performance will be based on the offerors and logistics subcontractors (if applicable) current and past record of contract performance within the last three years and the relevance of those contracts, as it relates to the probability that the offeror will successfully accomplish the required logistic effort. When addressing performance risk, the government will focus its inquiry on the offerors and logistics subcontractors record of performance as related to the Skid Steer Loaders logistics program requirements including;

a. Technical: Conformance to specifications and standards of good workmanship/quality.

b. Schedule: Adherence to delivery schedules, program schedules, and problem solving ability.

c. Business Relations: Responsiveness, reasonableness, cooperative behavior, communicative behavior, and commitment to customer satisfaction.

10.1.1 A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

10.1.2 In evaluating each offerors performance history, the government will look at the offerors delivery performance, and that of the logistics subcontractor, against the contracts original delivery schedule unless the delay was government caused. Schedule extensions that were the fault of the offeror, or a proposed subcontractors fault, even if consideration was provided, will be counted against the offeror. The government will also evaluate the past performance questionnaires in terms of Technical relevance to the SSL scope of work, Schedule and Business relations.

10.1.3 Additionally, the offeror may be evaluated based on other internal government or private source information. While the government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the offeror.

11 FACTOR 4, VOLUME 4: PRICE

11.1 PRICE

1. The Price Factor evaluation will consider the total evaluated price . The assessment of total evaluated price will include an assessment of the reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.

2. The total evaluated price amount will be used in the trade-off evaluation. The total evaluated price amount shall include all CLINs and options. The total evaluated price amount for an Offeror shall use (for evaluation purposes only) the quantities on Attachment 02, and shall be calculated per Attachment 02. For calculation of the First Destination transportation charges, Attachment 0002 will use the simple average of the prices proposed per zone, multiplied by the total estimated quantity per year.

12 FACTOR 5, VOLUME 5: SMALL BUSINESS PARTICIPATION

12.1 SMALL BUSINESS PARTICIPATION

a. The government will evaluate the extent of small business concern participation, the complexity of the services, products or components to be subcontracted with U.S. small business concerns, and perform a risk assessment of offerors credibly achieving the governments goals for U.S. small business participation in performance of this contract. The evaluation of the extent of small business participation will be in terms of the percentage of total subcontracted dollars that the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MIs) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern for the NAICS code applicable to this solicitation, will also be considered small business participation.

b. The evaluation of Small Business Concern participation will include the following:

(1) The extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern). The statutory U.S. government goals for small business participation are: 23% SB, 5% SDB, 5% WOSB, 3% HUBZone SB, 3% VOSB and 3% SDVOSB. These goals will be used by the government in the evaluation of the extent of small business participation;

(2) The complexity of the items/services to be furnished by U.S. small business concerns; and

(3) An assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8 (as applicable to the offeror) and can achieve the levels of small business participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offerors proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8;

*** END OF NARRATIVE M 0001 ***